

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7030627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
EMBRACE SOFTWARE, INC	10/22/2021
AQ2 EMBRACE, LLC	10/22/2021
EPOWERDOC, INC.	10/22/2021
RECEIVING PARTY DATA	
Name:	COVENTURE - EMBRACE CREDIT OPPORTUNITIES GP, LLC, AS AGENT
Street Address:	600 MADISON AVENUE
Internal Address:	17TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13770671
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - BECKY TROUTMAN
Address Line 1:	101 CALIFORNIA STREET
Address Line 2:	35TH FLOOR
Address Line 4:	SAN FRANCISCO,, CALIFORNIA 94111-5840
ATTORNEY DOCKET NUMBER:	87317.29 PSA EMBRACE
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	11/17/2021
Total Attachments: 5	
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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this Patent Security Agreement, dated as of October 22, 2021 is made by each of the entities listed on the signature pages hereto, each with its chief executive office c/o Embrace Software, Inc., 2202 N. West Shore Blvd., Suite 200, Tampa, Florida 33607 (each a “Grantor” and, together, the “Grantors”) in favor of the Agent (as defined below) in order to induce the Lenders under the Credit Agreement (as defined below) to make extensions of credit to the Borrower (as defined below), pursuant to (i) the Credit Agreement, dated as of as of October 22, 2021, among Embrace Software, Inc., a Delaware corporation (the “Borrower”), any Co-Borrower or Guarantor (as defined therein), the Lenders (as defined therein) from time to time party thereto, and CoVenture – Embrace Credit Opportunities GP, LLC (“CoVenture”), as administrative agent and collateral agent (“Agent”), and (ii) the Security Agreement, dated as of October 22, 2021, executed and delivered by, among others, each Grantor in favor of the Agent in connection with the Credit Agreement (as amended, restated supplemented or otherwise modified from time to time, the “Security Agreement”) under which each Grantor pledged and granted to CoVenture, as Agent, a continuing security interest in all of each Grantor’s Intellectual Property. Each Grantor hereby pledges and grants a continuing security interest in, to and under all of each Grantor’s right, title and interest in each United States Patent owned by it (including, without limitation, those items set forth on Schedule A attached hereto) for the benefit of the Credit Parties to secure the payment, performance and observance of the Secured Obligations.

Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement (as applicable).

This grant of security interest in United States Patents (this “Grant”) has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner for Patents record this Grant. The security interest granted hereby has been granted to the Agent for the benefit of the Credit Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Grant by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Grant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 22nd day of October, 2021.

EMBRACE SOFTWARE, INC., a Delaware corporation, as a Grantor

By: Mohan Plakkot

Name: Mohan Plakkot

Title: Chief Executive Officer

AQ2 EMBRACE, LLC, a Delaware limited liability company, as a Grantor

By: Mohan Plakkot

Name: Mohan Plakkot

Title: Director

EPOWERDOC, INC., a Nebraska corporation, as a Grantor

By: Mohan Plakkot

Name: Mohan Plakkot

Title: Director

[GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS]

**COVENTURE – EMBRACE CREDIT
OPPORTUNITIES GP, LLC, as Agent.**

By: MARC PORZECANSKI

Name: Marc Porzecanski

Title: Authorized Signatory

[GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS]

**PATENT
REEL: 058176 FRAME: 0748**

SCHEDULE A

Issued and Pending United States Patents

Claimant	Description/Title	Registration / Application Number	Issue Date
EPOWERdoc, Inc.	Emergency department information system	13/770,671	July 10, 2018